

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES FOR A CAPITAL APPROPRIATIONS GRANT AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the State of Ohio, Department of Administrative Services for a \$50,000 Capital Appropriations for the Historic District Project.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to proceed with the Historic District Project at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: May 16, 2000

Seely P Egan
Vice President of Council

Donald W. Lassen
Mayor

Dated: 5/19/2000

ATTEST.
Carole Gibson
Clerk of Council

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
AGREEMENT FOR CAPITAL APPROPRIATION**

This Agreement made as of _____, 2000, by and between the State of Ohio (the "State") by the Department of Administrative Services (the "Department"), Office of Legislative Affairs, 30 East Broad Street, Room 3940, Columbus, Ohio 43266 and the Village of Richfield (hereinafter referred to as the "Local Entity"), 4410 W. Streetsboro Rd; Richfield, Ohio 44286.

WHEREAS, the Ohio General Assembly has appropriated to the Local Entity funds for the following project (the "Project"):

Project Name: Richfield Historic District Improvements
Legislation: Amended Substitute House Bill 850
Capital Appropriation: CAP-817, Urban Areas Community Improvements

WHEREAS, the State of Ohio Controlling Board on _____, 2000 released funds in the amount of \$50,000 as more fully itemized in the applicable Controlling Board Request and the applicable Office of Budget and Management Encumbrance;

NOW, THEREFORE the Department and Local Entity agree as follows:

**ARTICLE 1
TERMS FOR USE OF APPROPRIATION**

- 1.1 The Local Entity agrees that the appropriation will be exclusively used to complete the Project described in the attached Scope of Work, which shall be incorporated into this Agreement as if fully rewritten herein. The Department reserves the right to permit the Local Entity to redefine the Scope of Work of any Project, or otherwise waive the provisions of paragraph 2.5 of this Agreement.
- 1.2 The Local Entity acknowledges and affirms that the Project is located upon, or will be located upon, real estate which it owns in fee simple or in which it has a long-term lease (at least 15 years), and further covenants that the premises are, and shall remain for the term of this Agreement, free and clear of all liens, encumbrances, restrictions and conditions, which prevent or interfere with the use of the Project facilities except such as may be by zoning ordinances and regulations.
- 1.3 The Local Entity agrees that any use of the appropriation shall not violate the following requirements provided by the General Assembly:
 - 1.3.1 The appropriation made for buildings or structures, including remodeling and renovations, shall be limited to:
 - (a) Acquisition of real property;

- (b) Buildings and structures which include construction, demolition, complete heating, lighting, and lighting fixtures, and all necessary utilities, ventilating, plumbing, sprinkling, and sewer systems, when such systems are authorized or necessary;
- (c) Architectural, engineering and professional services expenses directly related to the Project;
- (d) Machinery that is a part of structures at the time of initial acquisition or construction;
- (e) Equipment that meets all the following criteria:
 - (1) The equipment is essential in bringing the facility up to its intended use;
 - (2) The unit cost of the equipment, and not the individual parts of a unit, is about \$100 or more;
 - (3) The equipment has a useful life of five years or more;
 - (4) The equipment is necessary for the functioning of a particular facility; and
 - (5) The equipment will be used primarily in the rooms or areas covered in the Project.

1.3.2 The type of equipment that shall not be purchased is any equipment not an integral part of or directly related to the basic purpose or function of the Project for which funds are appropriated, including, but not limited to motor vehicles, adding machines, calculators, dictating machines, computers and computer peripherals, typewriters, word processors, or other items which are used for normal supplies and maintenance.

1.3.3 The appropriation shall not be used for operating expenses, i.e., salaries.

1.4 Prevailing Wage

1.4.1 The Local Entity agrees that no moneys appropriated shall be used for the construction of public improvements unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages of the Project locality as determined by the Ohio Bureau of Employment Services, Wage and Hour Division. Any contractor performing work is also required to comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, Ohio Revised Code, "Wages and Hours on Public Works."

1.4.2 "Public Improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works, and all other structures or works constructed by a Public Authority of the State or any political subdivision thereof or by any person who, pursuant to a contract with a Public Authority, constructs any structure for a Public Authority of the State or a political subdivision thereof. When a Public Authority rents or leases a newly constructed structure within six months after completion of such construction, all work performed on such structure to suit it for

occupancy by a Public Authority, shall be a "public improvement" as defined herein, pursuant to Section 4115.03, Ohio Revised Code.

1.4.3 Nothing in this section shall affect the wages and salaries established for state employees under the provisions of Chapter 124 Ohio Revised Code, or collective bargaining agreements entered into by the state pursuant to Chapter 4117, Ohio Revised Code, while engaged on force account work, or shall this section interfere with the use of inmate and patient labor by the state.

1.5 Affirmative Action

1.5.1 The Local Entity, in connection with the letting of contracts for the architectural planning, rehabilitation, renovation, acquisition, equipment, or construction of buildings, or portions of or additions to the Project shall provide for the employment and effective utilization of disadvantaged persons whose disadvantage may arise from cultural, racial or ethnic background or other similar cause, including without limitation, race, creed, color, religion, disability, national origin, ancestry, sex or age.

1.5.2 Pursuant to Section 153.59, Ohio Revised Code, the Local Entity shall ensure that every contract for the Project shall contain provisions by which the contractor agrees:

1.5.2.1 That in the hiring of employees, no contractor, subcontractor, or any person acting on its behalf, shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

1.5.2.2 That no contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work on account of race, creed, sex, handicap, or color;

1.5.3 The Local Entity shall ensure that equal consideration be given to contractors, subcontractors or joint ventures who, pursuant to Section 153.59, Ohio Revised Code, qualify as a minority business enterprise.

1.5.4 The Local Entity agrees that it will fully cooperate with the State Equal Opportunity Coordinator, with any other official or agency of the State or federal government which seeks to eliminate unlawful employment discrimination, and with all other State and federal efforts to assure equal employment practices under this Agreement.

1.6 Compliance with Law

1.6.1 The Local Entity shall require all parties providing services for the Project to comply with all applicable federal, state and local laws in the conduct of the work.

1.6.2 The Local Entity agrees that it shall comply with the applicable legal requirements for procuring all contractual services for the Project.

1.7 Preference for Ohio Contractors

1.7.1 In accordance with Section 153.012, Ohio Revised Code, preference shall be given to contractors having their principal place of business in Ohio over contractors in states who provide a preference to resident contractors, except for a contract financed in whole or in part by contributions or loans from any agency of the United States government. Where a preference is provided by another state for contractors of that state, contractors having their principle place of business in Ohio are to be granted in Ohio the same preference over them in the same manner and on the same basis and to the same extent as the preference is granted in letting contacts for the same type of work by the other state.

1.8 Domestic Steel

1.8.1 With respect to the award of any contract under this appropriation, if any steel products are to be used or supplied in the construction, repair or improvement project, only steel products made in the United States as defined in Section 153.011, Ohio Revised Code shall be used or supplied in the Project.

1.9 Insurance

1.9.1 The Local Entity agrees to provide and maintain, and require all parties performing services pursuant to this Agreement to provide and maintain insurance or self-insurance against general liability for accidents or injuries that may occur on the premises of the Project.

**ARTICLE 2
REPORTING AND ACCOUNTABILITY**

2.1 The Local Entity shall provide the Department a report on the progress of the Project at least annually, and upon completion, or as requested by the Department. The following information shall be contained in the report:

2.1.1 The current stage of completion of the Project and any change in the original Scope of Work.

2.1.2 The total dollar amount of funds expended to date.

2.1.3 An itemized financial accounting of how the funds were disbursed and the source and amounts of other revenue, public or private.

2.1.4 Evidence of general liability insurance coverage, if any construction services have been performed.

- 2.2 The Local Entity shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located. Such documentation shall be maintained until three years after the Project is completed.
- 2.3 The Department shall have the right to inspect, audit or reproduce all books, records, documents and other data related to the Project until the expiration of three years from the date of completion of the Project. The State reserves the right to bring an action to recover any appropriation found by the Department to be improperly used for a purpose other than the Project.
- 2.4 If the Project is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of three years from the date of termination.
- 2.5 The Local Entity agrees to return to the State, through the Department, all money not expended from the appropriation due to the following circumstances:
 - 2.5.1 The cancellation of the Project defined in the Scope of Work;
 - 2.5.2 Any remaining money not required for completion of the Project as defined in the Scope of Work;

ARTICLE 3 APPLICABLE LAW

- 3.1 All parties to the contract shall comply with all applicable federal, State, and local statutes, ordinances, codes and regulations, including, but not limited to, the Americans with Disabilities Act, the Drug Free Workplace Act and environmental regulations.
- 3.2 The State of Ohio shall have exclusive jurisdiction over any action or proceeding concerning this Agreement and performance thereunder. Any such action or proceeding arising out of or related in any way to the Agreement or performance thereunder shall be brought only in the courts of Ohio and all parties irrevocably consent to such jurisdiction.
- 3.3 This Agreement constitutes the entire Agreement between the parties and any change or modification of this Agreement shall be made in writing.
- 3.4 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be illegal, invalid, or unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition shall be valid and be enforced to the fullest extent permitted by law.

3.5 This Agreement shall be binding on the parties, their heirs, executors, administrators, successors and assigns, but it may not be assigned by the Local Entity without the prior written consent of the Department.

**ARTICLE 4
INDEMNIFICATION**

4.1 The Local Entity agrees that the State and Department will incur no responsibility for any additional cost or claim which may result from this Agreement or performance hereunder.

**ARTICLE 5
CERTIFICATION OF FUNDS**

5.1 The Local Entity expressly understands that no expenditures shall be made from any of the items appropriated from the General Revenue Fund until the funds are released by the Controlling Board. Each request for release of funds by the Controlling Board must have the certification of the Director of Budget and Management that sufficient General Revenue Fund moneys will be available to fund the anticipated expenditures associated with each request.

5.2 If the Director of Budget and Management shall fail to so certify a balance, this Agreement shall be null and void and without any force or effect and none of the parties shall be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE LOCAL ENTITY

Date: _____ By: _____

For: Village of Richfield

Federal Tax ID Number: _____

OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES

Date: _____ By: _____

C. Scott Johnson, Director
Administrative Services